

Contract # 604

T

**AGREEMENT**

BETWEEN

**TOWNSHIP OF LOPATCONG  
WARREN COUNTY, NEW JERSEY**

AND

**NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION  
TOWNSHIP OF LOPATCONG, LOCAL NO. 56**

**COPY**

---

January 1, 1993 through December 31, 1995

---

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUL 1994

RUTGERS UNIVERSITY

LOCCKE & CORREIA P.A.  
PBA LOCAL NO. 56 Counsel  
24 Salem Street  
Hackensack, New Jersey 07601  
(201) 488-0880

GERALD L. DORF, P.C.  
2376 St. Georges Avenue  
Rahway, New Jersey 07065  
(201) 574-9700

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
I	RECOGNITION.....	2
II	DEFINITIONS.....	3
III	POLICEMAN'S RIGHTS.....	5
IV	BULLETIN BOARDS.....	9
V	SENIORITY.....	10
VI	VACATIONS.....	11
VII	HOLIDAYS.....	13
VIII	LEAVES OF ABSENCE.....	15
IX	CLOTHING & MAINTENANCE.....	19
X	OVERTIME.....	20
XI	INSURANCE.....	21
XII	PENSION.....	22
XIII	SALARIES.....	23
XIV	GRIEVANCE PROCEDURE.....	25
XV	ACTIONS AGAINST POLICEMEN.....	29
XVI	MANAGEMENT RIGHTS.....	30
XVII	NO-STRIKE PLEDGE.....	31
XVIII	EXTRA CONTRACT AGREEMENTS.....	32
XIX	MUTUAL AID.....	33
XX	RETENTION OF BENEFITS.....	34
XXI	WORK SCHEDULES.....	35
XXII	AGENCY SHOP PROVISION.....	40
XXIII	SEPARABILITY AND SAVINGS.....	44
XXIV	FULLY BARGAINED PROVISIONS.....	45
XXV	TERM AND RENEWAL.....	46

This Agreement entered into this 22th day of June, 1994, by and between the Township of Lopatcong, in the County of Warren, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "Township" and New Jersey Policemen's Benevolent Association, Township of Lopatcong Local No.56, hereinafter called the "PBA" and represents the complete and final understanding on all bargainable issues between the Township and PBA.

ARTICLE I  
RECOGNITION

The Township hereby recognizes the PBA as the sole and exclusive collective negotiating unit for the full time Patrolmen, Lieutenants, Sergeants and Detectives, hereinafter called "Policemen", of the Lopatcong Township Police Department, excluding the Chief of Police and all other employees of the Department. This Agreement shall govern all wages, rights and working conditions of the Lopatcong Police Department subject to Article XVIII "Management Rights" which are retained by the Township and subject to Civil Service Statutes, Rules and Regulations.

ARTICLE II

DEFINITIONS

EMPLOYEE:	A Member of the formally recognized bargaining unit.
EMPLOYER:	The Township of Lopatcong represented by its Township Council or other designated employer representative.
GRIEVANCE:	A dispute over the Interpretation or Application of this Agreement.
OVERTIME:	Time worked by an Employee with the express authorization of the Employer in excess of the regular daily work requirement of eight hours within a twenty-four period from 11:00 p.m. until 11:00 p.m. of the following day and the normal forty hour work week within a seven day period.
WORK WEEK:	From 7:00 a.m. on Sunday to 6:59 a.m. the following Sunday.
EMERGENCY:	A sudden happening that needs action or attention right away (The replacement of an employee calling off sick, or one granted a personal day and/or a vacation day will not be treated as an emergency).
HOURS BETWEEN SHIFTS:	Sixteen (16) hours off or the employee will be compensated at 1½ pay per hour.
PBA:	New Jersey State Policemen's Benevolent Association, Township of Lopatcong, Local No. 56.
PBA MEMBER:	A member of the New Jersey State PBA, Township of Lopatcong, Local No. 56.
PROBATIONARY PERIOD:	Ninety (90) days from the date the employee completes his initial training.

**REGULAR PAY RATE:** The Employee's annual, bi-weekly, or monthly pay rate exclusive of overtime pay, or any other special allowances.

**SCHEDULED DUTY CHANGE:** A change in the normal work shift for which at least forty-eight (48) hours notice is given except in cases of emergency is provided. The Employee shall be compensated at time and one half.

**SENIORITY:** Accumulated length of service within the Police Department computed from the Employee's last date of hire in accordance with Civil Service Rules and Regulations.

ARTICLE III  
POLICEMAN'S RIGHTS

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by the PBA.

2. The questioning shall be reasonable, reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as

are reasonably necessary.

3. The interview of the member shall not be recorded unless mutually agreed.

4. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

5. Members covered herein shall only be disciplined for just cause.

6. A member who is the subject of a disciplinary investigation may not be required to file a supplemental report which deals with the subject matter of the investigation until after he has had reasonable opportunity to consult with his own attorney.

7. Members shall not be suspended or suffer any loss in benefits except in accordance with Civil Service Statutes Rules and Regulations.

C. The parties hereby agree that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from so doing. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that they

shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership or the PBA and its affiliates, collective negotiations with the Township, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, or to refrain from engaging in any of the above-cited activities.

D. The PBA agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings, or other PBA activities on Township time which interfere with the work program of the Employee.

E. One (1) designated representative of the PBA shall be permitted time off to attend negotiating sessions. Said representative shall receive approval of the Police Chief, to be absent from duty and shall be in uniform and subject to call during negotiation sessions. The PBA shall inform the Township in writing of such representative and any changes in such representative.

F. When grievance sessions are mutually scheduled during work hours, the grievant and two (2) PBA representatives shall suffer no loss in pay if on duty.

G. A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a designated Superior Officer or the Police Chief is present at the time of inspection.

H. The State delegate, or alternate, shall be given time off to attend the annual PBA convention. Said time will not exceed three (3) days and said time will be compensated by the Township at the delegate's regular rate of pay.

I. All promotions shall be made from within the ranks of the existing men of the Department, whenever reasonable practical, and any Employee shall be eligible to take any test for any promotion provided same is within the Civil Service Rules and Regulations.

ARTICLE IV

BULLETIN BOARDS

The Township shall permit the PBA reasonable use of bulletin boards for the posting of notices concerning PBA business and activities and concerning matters dealing with welfare of the employees. No matters of derogatory nature shall be included and all notices shall be of a reasonable size.

ARTICLE V

SENIORITY

A. Seniority, as defined in Article II, shall be uniformly applied to all Employees.

B. Seniority shall be the determining criterion for personnel assignments and transfers only when observation of performance, special ability, attitude, and desire are equal. The discretion of the Employer in assigning personnel shall not be based solely on seniority. Seniority as in accordance with Civil Service Rules and regulations, shall be the determining criterion for lay offs.

C. Time spent on accumulated paid sick leave shall count toward an Employee's seniority.

## ARTICLE VI

### VACATIONS

A. Employees [ hired prior to 06-01-94 ] shall be entitled to vacations based upon the length of time employed as hereafter provided.

1 year through 3 years of service	12 working days
4 years thorough 7 years of service	16 working days
8 years through 15 years of service	20 working days
16 years of through 20 years of service	25 working days
21 years and over	30 working days

[ Employees hired after 06-01-94 shall be entitled to vacations based upon the length of time employed as hereafter provided: ]

[ 1 year through 3 years of service	12 working days ]
[ 4 years through 7 years of service	16 working days ]
[ 8 years through 15 years of service	20 working days ]
[ 16 years and over	25 working days ]

Unused vacation days may be accumulated up to two (2) years. Upon retirement accumulated vacation days may be used prior to retirement.

B. The Chief of Police shall, as soon as practible after the beginning of the calender year, promulgate a schedule of vacations, giving due regard to the mission of the department as determined by the Employer, resultant staffing requirements, Employees' seniority, and Employees' wishes in the following manner: A first round of vacation requests not to exceed two (2) weeks, unless agreed to by the body of Employees, submitted by January 30th of each year shall be determined by the Employees' seniority. A second round of vacation requests not to exceed two (2) weeks submitted by February 28th and a third round submitted by March 30th shall be determined in the same manner. All requests submitted after March 30th shall be determined on a first come first serve basis. It is understood that the security of the...

Township of Lopatcong is the prime considerations, and that vacation scheduled may be altered at the discretion of the Chief of Police to comport with exigencies that may from time to time arise.

C. In time of vacation leave an Employee may work and will be paid his regular salary plus his vacation pay at time requested in writing through the Chief of Police.

ARTICLE VII

HOLIDAYS

A. Employees shall receive the following paid holidays:  
payable on the first regular pay in December.

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Good Friday	
Memorial Day	4th Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	2nd Monday in October
General Election Day	
Veteran's Day	November 11
Thanksgiving Day	
Friday after Thanksgiving	
Christmas Day	December 25

B. Any Employee who works on any of the above enumerated  
holidays shall be entitled, in addition to his regular salary,  
time and one-half for all hours worked. Officers shall qualify  
for Holiday Pay for time worked beginning at 2300 hours on the  
Eve of said Holiday and ending at 2300 hours on the Holiday in  
question.

C. When called in after initial schedule is posted or distributed and you are rescheduled to work a holiday, the pay will be at double time.

D. In addition to the thirteen (13) paid holidays, Employees shall also be compensated for any additional holidays declared by the Mayor and/or the Township Council of the Township of Lopatcong.

E. Each Employee shall also be entitled to three (3) personal days off of his own choosing each year, upon giving his immediate superior at least twenty-four (24) hours notice. Each Employee shall be paid at his regular rate for any unused personal day(s) at the end of the work year.

F. An Employee working more than eight (8) hours on a holiday shall be compensated at double time for that time which exceeds eight (8) hours.

G. Any Employee working overtime on a holiday, such as a sixth day of the normal work week or to cover a shift for sickness, vacation, or personal leave, shall be compensated at double time pay; provided however, the Employee must complete his normal work week without sick time to be eligible.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### A. Leave Without Pay:

Any and all requests by an Employee for leave without pay shall be governed by the applicable Civil Service Rules and Regulations in effect at the time of the Employee's request.

#### B. Sick Leave:

1. Sick leave is defined to mean absence from duty of the Employee because of illness or injury by reason of which such Employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such Employee. Member of the immediate family is interpreted as meaning parents, spouse, children, sister, brother, or grandparents. Sick leave shall not be interpreted as including an extended period where the Employee serves as nurse or housekeeper during a protracted illness of a family member.

2. Each Employee shall be entitled to fifteen (15) days sick leave per year earned at the rate of one and one quarter (1 1/4) days for each month of service. Unused sick days shall accumulate from year to year without limitation. Any Employee [ hired prior to 06-01-94 ] leaving the Department for any reason other than being terminated will be paid in full for all unused accumulated sick time not to exceed 120 days. [ Any Employee hired after 06-01-94 retiring in good standing from the Department will be paid in full for all unused accumulated sick time not to exceed 60 days ].

3. Reporting of Absence on Sick Leave

a. If an employee is absent from work for reasons that entitle him to sick leave, the Chief or designee shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Chief or designee except in extenuating circumstances may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive work days shall constitute a resignation.

c. Employees are required to report "fit for duty" following sick leave whether or not they are scheduled for work following the illness. This will inform the Township of their availability in the event of emergency call-back.

4. Verification of Sick Leave

a. An Employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Township may require the employee to submit evidence of medical treatment, if any, which the employee has received during the illness. In the event the Township requires any other medical evidence, the Township may direct the employee to the Township physician or any other physician and will pay for the cost of the examination.

• (1) An employee who has been absent on sick leave for periods totaling ten (10) days in any one (1) calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence for any additional

sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months. The Township may require that the employee be examined by the Township physician or any other physician to provide the aforementioned certificate and the Township will pay for such examination.

(2) The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before an employee can return to work.

c. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

C. Funeral Leave

Employees covered by this Agreement shall suffer no loss of regular straight-time pay, not to exceed the number of consecutive days noted below, one (1) of which shall be the day of death or the day of the funeral of the member of the family.

Employees shall receive the following schedule of leave in the event of a death in their family.

Death of spouse or child	5 working days
Parent	5 working days
Mother-in-law or father-in-law	3 working days
Grandparent	3 working days
Brother or sister	3 working days
Death of any other relative or in-law at the discretion of the Chief	3 working days

ARTICLE IX  
CLOTHING & MAINTENANCE

A. The Township will assign \$400.00 clothing allotment for each Employee to be used for clothing, maintenance, and items specified in section B.

B. Each Employee has sole discretion of the \$400.00 allotment under this agreement, including the purchase of non-department issued equipment, authorized by the Chief of Police, and all ammunition for off duty weapons, authorized by the Chief of Police.

C. In addition to the clothing allotment provided above for each Employee noted above, an aggregate of \$600.00 will be made available for the employees covered under this agreement for cleaning of uniforms for each calendar year.

D. If any part of the employee's uniform is destroyed in the line of duty, it shall be the responsibility of the Township to replace same upon the approval of the Police Commissioner. An employee's personal effects which are destroyed in the line of duty will be replaced by the Township up to a maximum of one hundred and fifty (\$150.00) dollars per item. The aforementioned dollar limitation shall not apply to an employee's personal wedding ring, eyeglasses or religious artifacts.

ARTICLE X

OVERTIME

A. All overtime as defined in Article II worked by Employees will be paid at the rate of one and one-half times the Employee's usual hourly rate for all such hours worked, except as defined in Article VII, sections C, F, and G.

B. An employee required by subpoena to appear in court, other than during his scheduled work time concerning his duties with the Police Department, shall be guaranteed a minimum of two (2) hours pay at time and one-half (1½) his regular straight time rate.

C. All overtime pay will be payed on the 5th working day of the month following the period worked.

D. For emergency call-out situations involving a non-scheduled Employee, said Employee will be guaranteed a minimum of two (2) hours pay at time and one-half his regular rate. If the Employee's work exceeds two hours, said Employee will be guaranteed four (4) hours pay at time and one-half his regular rate.

## ARTICLE XI

### INSURANCE

A. The Township will maintain Connecticut General Health and Life Insurance, Cigna Policy No.2008876-853, on the Employees during the term of this Contract.

B. The Township will also maintain life insurance in the amount of Twenty Thousand (\$20,000) Dollars per Employee, the same to be convertable group term, so that any Employee upon leaving the police force shall have the right to maintain said insurance at the Employee's expense.

C. Any Employee upon retiring from the police force shall have the right to remain in the Group Health Insurance Plan as defined under Section A, provided the Retiring Employee contributes 100% of his policy premium.

D. The Township will maintain Connecticut General Dental Plan Coverage Policy No. 208876-853, on the Employees during the term of this Contract.

E. The Township may, at its option, change insurance plans and/or carriers or self insure so long as substantially equivalent benefits are provided.

ARTICLE XII

PENSION

A. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

## ARTICLE XIII

### SALARIES

A. Salaries for Employees covered by this Agreement shall be as follows:

	1993	1994	1995
Hiring Rate - Police Officer	\$23,630.75	23,630.75	23,630.75
Certification Rate	26,130.75	26,130.75	26,130.75
Completion of One Year after Date of Hire	28,630.75	28,630.75	28,630.75
Completion of Two Years after Date of Hire	31,147.29	31,653.54	32,184.79
Completion of Three Years after Date of Hire	33,663.83	34,676.33	35,738.83
Completion of Four Years after Date of Hire	36,180.58	37,699.12	39,292.87
Completion of Five Years after Date of Hire	38,696.90	40,721.90	42,846.90
Detective Patrolman	39,073.62	41,098.62	43,223.62
Sergeant	40,119.78	42,144.78	44,169.78
Lieutenant	41,717.92	43,742.92	45,867.92

B. Each Employee shall receive in his first pay in April, in addition to the salaries set forth herein, five dollars (\$5.00) per college credit.

C. Longevity pay shall be paid at the rate of \$250 for every five years of service, effective January 1, 1993 and increased to \$300 for every five years of service effective January 1, 1995. Years of service shall be ascertained by the date of permanent Civil Service status. Longevity pay will be incorporate into each Employee's base salary.

D. Any Employee required to use his personal vehicle in any capacity related to his employment (i.e., attending school, seminars, etc.) shall be reimbursed at the rate of twenty cents (\$.20) per mile.

E. Employees shall be reimbursed for required meals while attending out of town functions (i.e., schools, seminars, etc.) approved by the Chief of Police according to the following schedule: one day...      Lunch- \$5.00      Dinner- \$10.00  
overnight...Breakfast-      Lunch- \$5.00      Dinner- \$10.00

F. Senior officer of a shift when there is no Chief, Lieutenant, or Sergeant will receive the hourly pay rate of Sergeant per hour, not to exceed \$.70 additional per hour.

G. Employees assigned to special positions of responsibility of T.A.C. Officer, Firearms Instructor, and PR-24 Instructor shall receive an annual stipend of one hundred (\$100.00) Dollars payable with the November overtime check.

ARTICLE XIV  
GRIEVANCE PROCEDURE

A. Purpose

The purpose of the procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote Employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or application of the terms and conditions of this Agreement, and may be raised by any Employee, the PBA, or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in the entirety unless any step is waived by mutual consent of the parties.

Step One:

(a) An aggrieved Employee shall institute action under the provisions hereof within ten (10) days of the act being grieved by informally discussing the matter with his immediate superior, and an earnest effort shall be made to settle the grievance informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment and waiver of the grievance. The immediate Superior shall render a decision within two (2) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled by Step One, the grievance shall be reduced to writing by the grievant setting forth the nature of the grievance, the facts upon which it is based, the provision of the Agreement allegedly violated, and the remedy requested, signed by him, and filed with the Chief of Police, or other Employer designated representative, within seven (7) days following the determination made in Step One. The Chief of Police, or other Employer designated representative, shall render a decision in writing within seven (7) days from the receipt of the grievance.

Step Three:

(a) In the event that the grievance is not settled by Step Two, then within two (2) days following the determination of the Chief of Police, or other Employer designated representative, the matter shall be filed with the Township Council who shall render the decision in writing within ten (10) days from the receipt of the grievance.

Step Four:

(a) In the event that the grievance is not resolved by Step Three, then within ten (10) days following the determination by the Township Council, the matter shall be submitted by the PBA and the Township to binding arbitration under the rules and regulations of the New Jersey Public Employment Relations Commission. Unless the parties agree otherwise, no more than one (1) substantive issue shall be presented to an arbitrator in any single case.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Township Council. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of the agreement or any agreement or supplement thereto.

(d) The decision of the arbitrator shall be in writing with reasons therefor and shall be binding upon the parties subject, however, to any applicable statutes and case law available to the parties.

(e) The cost for the services of the arbitration shall be borne equally by the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Time

The time limits set out herein shall be strictly adhered to, and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits for any step may be extended or contracted.

E. Compensation

In the event a grievance involving a monetary award is upheld, the grievant will be financially compensated in accordance with the decision of the arbitrator in the next overtime check after receipt of the arbitration award.

ARTICLE XVI  
MANAGEMENT RIGHTS

A. The Township of Lopatcong hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein, and to promote and transfer Employees.

2. a. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

b. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable law.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1 et seq. and N.J.S.A. 40A:1-1 et seq. or any other federal or state laws.

ARTICLE XVII  
NO-STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any Employee from his position), work stoppage or walkout which interferes with the normal operations of the Township. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage or other job action interfering with normal operations of the Department, it is covenanted and agreed that participation in any such activity by any Employee covered by this Agreement shall be deemed grounds for discipline of such Employee or Employees, subject however to the Grievance Procedure and the provisions of Title 40.

C. The PBA will actively discourage any of its members, or persons acting in their behalf, from taking part in any strike, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA, its members, or any person acting on its behalf.

ARTICLE XVIII  
EXTRA CONTRACT AGREEMENTS

The Township agrees not to enter into any other Agreement or contract with the Employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the PBA agrees to any change in writing.

ARTICLE XIX

MUTUAL AID

Employees while rendering aid to another community are fully covered by Workmen's Compensation and Liability Insurance and pensions as provided by State Law. This coverage shall apply to an Employee acting in the line of duty whether officially on-duty or off-duty. As long as he is upholding the oath of office, no Employee shall suffer any non-compensable loss should injury occur when acting in the line of duty at any time.

ARTICLE XX  
RETENTION OF BENEFITS

Those provisions of Municipal Ordinances which are applicable to Employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

, sudden relief or emergency. If the shift is not filled with two regular police officers after sunset, the officer working alone shall be compensated at double time. (SEE NOTATION AT THE END OF THIS ARTICLE)

C. Two (2) regular police officers covered by this Agreement exclusive of the Police Chief, shall be granted vacation leave from the work schedule on any given day of the calendar year, provided however, that there shall be sufficient existing and available manpower of police officers to function and operate the police department. This provision anticipates at least eight (8) employees, exclusive of Police Chief, within the department, as well as the availability of reasonable overtime being utilized by the Police Chief in scheduling work shifts.

Notwithstanding the above, the following four (4) days constituting and exception shall be scheduled as hereinafter set forth, the four (4) days being December 24, 25, December 31, and January 1. On these specific dates, the police officers covered by this agreement shall not request vacation leave and personal leave and the Police Chief shall not grant vacation leave or personal leave so as to provide the Police Chief with full manpower strength with which to cover the work schedule and to grant the highest number of men off from the work schedule on the four (4) dates specified as their regular scheduled days off.

On the four (4) days specified, the Police Chief will equitably divide the number of police officers covered by this agreement into two (2) groups. The police officers in one group

will be required to work on December 24 and December 25 while the members of the second group will be given these two (2) consecutive days off as their regularly scheduled days off for that period. The Police Chief will then schedule the personnel who were given off December 24 and December 25, to work December 31 and January 1, and will schedule the personnel who worked December 24 and December 25, to be off duty on December 31 and January 1 consecutively as their regularly scheduled days off for that period. This altered schedule shall be in effect commencing on December 24, 1985, and will be rotated each year in a manner that will guarantee that each man covered by this agreement will receive either December 24 and December 25, or December 31 and January 1, off from the work schedule each year, but will never be given off the same two (2) consecutive dates for more than one (1) year in a row.

The police officers covered by this agreement realize that until such time as more personnel are added to this department, the above arrangement will require the Police Chief to cover a twenty-four (24) hour schedule, which requires five (5) police officers to cover as outlined in Section B of Article XXIII, with only four (4) men. With it being impossible to cover the three eight (8) hour shifts of any given twenty-four hour day in the manner described in Section B of Article XXIII with our (4) men, the police officers covered by this agreement voluntarily agree to allow the Police Chief to alter the work schedule on the four (4) days specified and require any of the men who are scheduled to work any of the four (4) days specified to work up to four (4)

hours overtime to be paid at the overtime rate applicable for the date worked in order to accomplish the aforementioned goal. The Police Chief shall, however, first offer the vacancy as overtime to each man who is scheduled off for the day in question in order of seniority to be paid at the overtime rate applicable for the date in question, and second, in the event that no off duty officer wishes to work, the Police Chief offers the vacancy to the officers who are required to work on a voluntary basis in order of seniority as overtime to be paid at the overtime rate applicable for the date in question. If after exhausting these two prescribed methods of covering the vacancy, the Police Chief still has no one who voluntarily agrees to cover the said vacancy, he may divide the vacancy as equally as possible among the men who are required to work.

If either the PBA or the employer cannot agree on the altered schedule for these four (4) specific dates by September 15 of the given year, then a committee of two (2) police officers covered by this agreement, the Police Chief, and the Township Councilman in charge of the police department shall meet to resolve the conflict.

(\* Note: Article XXIII, Work Schedules, Section B is the subject matter of a case before the Public Employment Relations Commission. Section B will be continued in the agreement pending the resolution of the case before PERC and/or any other negotiations, arbitration or litigation which may ensue in the resolution of the matter. The continuation of this section in the agreement pending the outcome of the litigation does not constitute any waiver or agreement by the parties of their respective rights.)

D. Before any major change in the departmental work schedule is made, the Police Chief shall meet with and explain the change to the bargaining unit of the PBA. In any event, there shall be a three (3) day notice of notice of any changes in the work schedule other than those caused by sickness or emergencies.

E. In determining the officer in charge for any specific shift, the Police Chief shall give due regard for the police officer's rank and seniority.

ARTICLE XXII  
AGENCY SHOP PROVISION

A. Purpose of Fee

If an employee covered by this agreement does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this agreement, said Employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PBA as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the PBA will notify the Town in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the PBA as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the PBA to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount

of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Township a list of those employees who have not become members of the PBA for the then current membership year. The Town will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. Payroll Deduction Schedule

The Town will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new agreement is executed. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Township; or

(b) Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit

position or was on layoff, in which event the resumption of the employment in a bargaining unit position, whichever is later.

### 3. Termination of Employment

If an Employee who is required to pay a representation fee terminates his or her employment with the Town before the PBA has received the full amount of the representative fee to which it is entitled under this article, the Town will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

### 4. Mechanics

Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

### 5. Changes

The PBA will notify the Town in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Town received said notice.

### 6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Town will submit to the PBA, a list of all employees who began their employment in a bargaining unit position during the preceding 30

day period. The list will include names, job titles and dates of employment for all such employees.

D. The PBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such purposes and in accordance with 34:13A-5.4, as amended.

E. The union shall indemnify and hold harmless the employer against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the employer based upon the request of the PBA for the purpose of complying with any of the provisions of this article.

ARTICLE XXIII  
SEPARABILITY AND SAVINGS

A. The Township and the PBA agree to abide fully by the provisions of existing Presidential Executive Orders and Legislation, and applicable future Presidential Executive Orders and Legislation, concerning wages and salaries. In the event any or all the salary increases and other economic benefits for 1985 or beyond cannot legally be made effective for the above reasons such increases shall be omitted or proportionately adjusted according to law.

B. In the event that any provision of this Agreement shall, at any time be declared invalid by Legislative Acts or any Court of competent jurisdiction, or through Government regulation or decree, through other than municipal actions, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

## ARTICLE XXIV

### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Provisions in this Agreement contained in Article VI, Section A; and Article VIII, Section B-2, denoted within brackets [ ] anticipate at least nine (9) Employees, exclusive of the Chief, within the department. Should the Employer choose to allow a reduction after January 1995, to less than nine Employees, exclusive of the Chief, without replacement, the provisions denoted in brackets [ ] shall be void.

C. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

## ARTICLE XXV

### TERM AND RENEWAL

This Agreement shall be in full force and effect retroactively as of January 1, 1993, and shall remain in effect to and including December 31, 1995. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. In the event such written notice is given and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Lopatcong, County of Warren and State of New Jersey on this 22nd day of June, 1994.

POLICEMEN'S BENEVOLENT  
ASSOCIATION OF NEW JERSEY  
TOWNSHIP OF LOPATCONG  
LOCAL NO. 56

By: Franklin J. Johnson  
President  
Local No. 56

TOWNSHIP OF LOPATCONG  
WARREN COUNTY, NEW JERSEY

By: William F. Pfeifer  
President

Attest:

John J. Pfeifer